

Paton-Churdan CSD Paton-Churdan EA

7/1/2006 6/30/2007

Paton-Churdan

Community School District
Master Contract 2006-07



Agreement between the
Paton-Churdan Board of Education
and the
Paton-Churdan Education Association

TABLE OF CONTENTS

Article I	Recognition -----	1
Article II	Effect of Agreement -----	1
Article III	Employee Hours, Load, School Calendar -----	1
Article IV	Leaves -----	3
Article V	Grievance Procedures -----	4
Article VI	Wages and Salaries -----	5
Article VII	Employee Evaluation -----	5
Article VIII	Printing Costs -----	6
Article IX	Insurance -----	6
Article X	Health and Safety Provisions -----	6
Article XI	Staff Reduction -----	6
Article XII	Voluntary Transfer -----	7
Article XIII	Dues Deduction -----	8
Article XIV	Scope and Duration -----	9
Appendix B	Salary Schedule 2005-06 -----	10
Appendix C	Extra Duty Schedule - 2004-2005-----	11
Appendix D	Dues Deduction Form -----	12

PREAMBLE

The Paton-Churdan School Board, hereafter called the "Board" and the Paton-Churdan Education Association, hereafter called the PCEA or the Association, recognize that the aim of the public schools is to provide a quality education program for the youth of the district. Both parties recognize that to reach this goal, it will take joint responsibility of the two parties plus parents and community. The parties agree as follows:

Article I

RECOGNITION

- 1-1 The Board recognizes the Paton-Churdan Education Association as the exclusive and sole representative of all contracted certificated personnel employed by the Board, but excludes the superintendent of schools, principals, activities director, all non-certified personnel and teacher associates and aides.
- 1-2 The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.

Article II

EFFECT OF AGREEMENT

- 2-1 The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties. None of these provisions, as agreed upon herein, will be subject to re-negotiation during the term of this contract except in the case of a unilateral change in a mandatory topic of bargaining by either party.
- 2-2 If any article, section, paragraph, clause or sentence of this agreement should be declared invalid or unconstitutional, such decisions shall not void the remaining articles, sections, paragraphs, clauses or sentences and they shall remain in full force and effect for the duration of this agreement.

Article III

EMPLOYEE HOURS, LOAD, SCHOOL CALENDAR

- 3-1 The teacher's work year will be 193 days and the workday will be an eight (8) hour day to be prescribed by the administration and board, however, the administration reserves the right to assign extra duties. The exceptions to the 8-hour day are as follows:
 - A. *The teachers will be released by the principal for dental, doctor and driver's license appointments provided that teaching obligations have been fulfilled.*
 - B. *All teachers, except those regularly assigned bus duty, will be released five minutes after students are released on Fridays, days before holiday breaks, and vacations. Additionally, teachers will be released early on those days school is dismissed early due to adverse weather conditions.*
- 3-2 Every teacher in grades K-12 will be granted a minimum of a planning period per day. The planning period will be a minimum of 35 consecutive minutes.
- 3-3 All faculty members must be available for one extended faculty meeting per week as called by the administration. These meetings may run one hour beyond or prior to the normal teaching days.
- 3-4 The dates for starting school and for starting extended vacations shall be the sole responsibility of the Board.
- 3-5 Every teacher agrees to accept any teaching assignment for which the teacher is legally qualified according to state certification by the Department of Education. This shall include temporary certification.
- 3-6 The basic duty day shall include a duty-free lunch of a minimum of 20 minutes.
- 3-7 All certified teachers whose employment is part time will be granted the rights and benefits in proportion to the benefits granted to full-time employees.

Article IV LEAVES

- 4-1 Sick Leave** - Anytime after an employee has reported for duty, sick leave will be granted to the employee of the school district at the following rate:

<i>10 Days</i>	-	<i>first year of employment</i>
<i>11 Days</i>	-	<i>second year of employment</i>
<i>12 Days</i>	-	<i>third year of employment</i>
<i>13 Days</i>	-	<i>fourth year of employment</i>
<i>14 Days</i>	-	<i>fifth year of employment</i>
<i>15 Days</i>	-	<i>sixth and following years of employment</i>

During the month of September each year, employees will receive a record of their accumulated sick leave from the Secretary of the Board. Sick leave may be accumulated up to and including a maximum of 105 days. A doctor's slip may be required for absences of three days or longer. Accumulated personal and/or sick leave may be used by employee for self and/or family.

4-2 Bereavement Leave

- A. Six (6) Day Leave: Up to six days of bereavement leave shall be allowed as necessary for each employee upon the death of the employee's spouse, child, parent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law or grandchild.
- B. Two (2) Day Leave: Up to two days of bereavement leave shall be allowed as necessary for each employee upon the death of the employee's grandparent, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, spouses' grandparent, aunt, uncle, niece, or nephew.
- C. One (1) Day Leave: Up to one day of bereavement leave shall be allowed as necessary for each employee upon the death of a relative not listed in A or B or a close friend.

- 4-3 Emergency Leave** - Under unique circumstance, the superintendent or his designee may grant emergency leave, which may be deducted from sick leave. Such leave shall be granted at the superintendent's or his designee's discretion, and shall not form a precedent nor be subject to grievance.

- 4-4 Jury Duty** - The time necessary to teachers called to serve on a petit, grand or Federal jury duty shall be granted by the district, with full pay. Any per diem fees or remuneration that the employee receives shall be signed over to the school district except that mileage, meal and housing shall remain the teachers.

- 4-5 Professional Leave** - The Board agrees to provide, upon written application by the employee and acceptance by the principal and/or superintendent, released time to attend professional conferences relevant to that employee which will be of benefit to the district.

If professional leave is necessary as determined by the administration, the school district will pay the following expenses:

- 1. *A school car will be furnished if available. If not, the mileage will be paid.*
- 2. *Registration fees will be paid by the school..*
- 3. *Meals and lodging will be paid as approved by administration.*
- 4. *National or Regional conferences attendance and costs will be at the discretion of the school board.*
- 5. *The cost of substitutes will be borne by the school district.*

- 4-6 **Personal Leave** - Three (3) days of personal leave, at full pay, will be granted to each employee who works half-time or greater. This leave is non-accumulative. Personal leave must be applied for, in writing, at least 48 hours prior to the absence and approval granted by the superintendent or his designate. The 48 hour period will be waived whenever an emergency makes an application impractical. Personal leave will normally not be granted immediately prior to or following an extended vacation. The number of requests on a given day and/or the availability of qualified substitutes shall be the only concern of the administration in allowing or not allowing personal leave. Employees will receive a stipend of \$40 for each day of unused personal leave.
- 4-7 **Medical Disability Leave** - Any employee who anticipates a state of disability such as, but not limited to, surgery, hospital confinement, medical treatment, childbirth, etc. may apply for a leave of absence based on said disability in accordance with the provisions hereinafter set forth in which instance such leave shall be charged to the sick leave account of said employee. In the event no balance remains in the employee's sick leave account, the remaining leave may be granted without pay. No anticipated disability shall be granted during the school year unless medically necessary.
- A. This leave will commence at the time selected in consultation with the employee's physician after due consideration of the teacher's health, medical factors involved, and the ability of the teacher to perform his/her duties and any other factors which may affect the situation. The faculty member shall return to previously assigned duties upon submission of a statement from the attending physician certifying physical and mental fitness to resume said duties.
 - B. An employee shall be entitled to all raises and increments upon his/her return to work if said employee teaches no less than ninety (90) student contact days of the school year.
 - C. Up to five (5) days of parental leave with pay shall be allowed following the birth of a child, but the employee will pay the cost of the substitute teacher.
- 4-8 **Association Leave** - The president or (exclusively) his designee and a regional delegate of the recognized association will be allowed two (2) days of absence from school duties for the ISEA DELEGATE ASSEMBLY. The cost of a substitute will be paid by the Paton-Churdan Education Association.
- 4-9 **Temporary Military Duty.** The time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard shall be granted.
- 4-10 **Family Illness** - Employees shall be granted up to five (5) days of family illness leave to be deducted from the employee's sick leave. This family illness leave may only be used for the employee's child, step-child, parent, or spouse.

Article V

GRIEVANCE PROCEDURES

- 5-1 **Definition:** A "Grievance" is a claim by an employee, or the Association, based upon the interpretation, application, or violation of this Agreement.
- 5-2 An attempt shall be made to resolve any grievance in an informal discussion between the grievant and his or her building principal. All grievances must be presented within five (5) working days of the performance of the grievable act.
- 5-3 The Association shall have the right to challenge any adjustment of an employee's complaint if such adjustment, in the opinion of the Association, is in violation of some specific provision of this agreement.

A. FIRST STEP-(FORMAL)

If a grievance is not resolved informally, the aggrieved employee shall file the grievance in writing (Appendix A) with the building principal within five (5) working days after the informal conference with the building principal. The

written grievance shall state the nature of the grievance; shall note the specific clause or clauses of this agreement which have been violated, misinterpreted, or misapplied; and shall state the remedy requested.

Within five (5) working days after the principal receives the written grievance, he/she shall communicate a decision, in writing, to the aggrieved employee and the superintendent.

B. SECOND STEP

In the event a grievance has not been satisfactorily resolved at the first step, the aggrieved may file an appeal with the superintendent of the principal's answer, in writing, within five (5) working days of the said principal's written decision. The superintendent shall file a written answer within five (5) working days of the receipt of such appeal with the employee, principal and the Board.

C. THIRD STEP

1. If the grievance is not resolved in step two, the grievant may file an appeal in writing with the Board of Education within five (5) working days after receiving the written decision in step two.
2. Within ten (10) working days after receiving a written appeal, the Board shall make a decision, in writing, on the grievance to the employee.

D. FOURTH STEP

If the grievance is not resolved satisfactorily in step three, the grievance may proceed to step four. Grievances which have been processed through the proceeding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:

1. The grievant and or his or her representative may submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) working days after said notice is given. If the two parties fail to reach agreement on an arbitrator within six (6) working days, the American Arbitration Association shall be requested to provide a panel of five arbitrators. This request shall be in the form of a written communication from the grievant or his or her representative which shall serve as a joint request. Each of the two parties shall alternately strike one name at a time from the panel until one shall remain. The remaining name shall be the arbitrator.
2. The decision of the arbitrator regarding a grievance, on the contract under which the grievance was filed, shall be final and binding on both parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties. Such binding arbitration shall be conducted under the American Arbitration Association which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within ten (10) working days of the date of third step reply then the grievance will be deemed settled on the basis of the third step answer.
3. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have power

only to apply and interpret the provisions of this agreement to the settlement of issues and grievances arising hereunder.

4. Each party shall bear its own costs and expense of the arbitration proceedings including the fee of the arbitrator which shall be shared equally by the employer and the grievant or his or her representative.

Article VI

WAGES AND SALARIES

- 6-1 **Schedule** - The salary of each employee covered by the regular salary is set forth in the attached salary schedule (Appendix B) and is a part thereof.
- 6-2 **Increments** - Employees on the regular salary schedule will normally move one increment or vertical step on the salary schedule for each year of successful service until the maximum for their educational lane is reached.
- 6-3 **Educational Lanes**
Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the same horizontal step on the higher lane. No movement across lane shall be permitted without prior notification in writing to the Board Secretary on or before the first school day in February prior to the year in which movement is desired. Employees who fail to meet this notice date and who obtain sufficient hours of education for movement in the summer will not be permitted to move across lanes unless they notify in writing the Board Secretary on or before the first school day in September. If such notice is given, the employee shall be permitted to move across lanes at the start of the second semester. All courses taken to qualify for advancement on the salary schedule must be approved in writing by the Superintendent prior to taking the courses to be eligible for advancement across the educational lanes. To be approved, courses must be graduate hours in the employee's subject area or part of a masters degree program in the employee's subject area.
- 6-4 **Teacher Quality Pay-** It is acknowledged that Phase I, II, and III monies are included in Schedule A and that Teacher Compensation in the amount of \$20,299 is also included. Any teacher compensation money in excess of the \$20,299 will be distributed on FTE basis.
- 6-5 **Pay Period** — All certificated personnel shall be paid on the 20th day of each month. When the paydays fall on or during holidays, vacations, or weekends, the employees shall receive their paychecks on the last prior working day. Summer checks will be mailed to the address designated by the employee.
- 6-6 One (.01) percent will be added to each certified, part-time employee's salary to compensate for extra time for in-service/staff development days/meetings at the local level which are held beyond their normal working hours and required by the administration.
- 6-7 The salary base will be used to determine the extra-duty pay.
- 6-8 Each teacher will be responsible to plan, coordinate, and execute one "Special Event Activity" per school year. Teachers will be assigned a partner/s by the administration for a particular month. These events will be outside school time and are targeted for social growth for students.
- 6-9 **Supplemental Pay** - Employee participation in or contracted for extra-curricular activities/duties shall be compensated according to the supplemental pay schedule (Appendix C) attached and is made a part thereof. Mileage will not be paid for extra-curricular activity/duty assignments.

ARTICLE VII

EMPLOYEE EVALUATION

- 7-1 See Appendix E.

Article VIII
PRINTING COSTS

- 8-1 The total costs of printing, binding and typing of this agreement shall be the District's.

Article IX
INSURANCE

- 9-1 The District will not participate in a group health insurance plan for the employees during the 2006-07 school year.
- 9-2 On January 31, 2007 after receiving insurance rate quotes, if both parties concur, the contract will be reopened to discuss group health insurance only.
- 9-3 The District will participate in a FLEX spending plan to allow employees to voluntarily designate withholding on a pre-taxed basis to be used for child daycare, medical expenses, and health insurance premiums.
- 9-4 The District will contribute \$295 per month for each employee to invest in programs such as, but not limited to: a TSA, a FLEX spending plan, or varied insurance policies. If the employee does not opt to invest in one of the above programs, he/she will be allowed to apply the amount to his/her salary.
- 9-5 The District will pay 100 percent of the premium for \$10,000 Term Life Policy, a Long Term Disability Policy, and a \$10,000 Accidental Death and Dismemberment Insurance Policy for each teacher.

Article X
HEALTH AND SAFETY PROVISIONS

- 10-1 The district will pay up to \$75.00 for required physicals.
- 10-2 The district will provide legislatively mandated protective devices, clothing, and equipment necessary to safely perform assigned duties.

Article XI
STAFF REDUCTION

- 11-1 The Board of Education and administration will continuously study enrollment trends and budget as they relate to specific programs and educational levels. Before the Board of Education reduces size of the staff, careful analysis of the educational programs will be made to insure the maintaining of a quality educational program. Every attempt to reduce staff by attrition will be made.
- 11-2 The following procedure shall determine those employees to be laid off/ terminated first:
- A. Lay-offs will be made within the following two (2) categories:

- (1) Elementary (K-5)
- (2) Secondary (6-12)
- (3) Exceptions to this procedure would be any special teacher whose position overlaps both categories.

It is the intent of the parties that these categories shall be considered separate units.

- B. Given the necessity to maintain the most competent and qualified staff available, the employer, in determining which employee(s) are to be reduced through lay-off procedures shall be accomplished in the numerical order listed:

- (1) *Attrition*
- (2) *Employees with emergency or temporary certification*
- (3) *Unless needed to maintain a Dept. of Education required program, all teachers within a given category (11-2-A) will be subject to release in reverse order of the contract year in which they were hired.*

- C. In the event a tie exists in seniority, consideration of program continuity and qualifications and the ability to perform the work shall determine which employee shall be released. Qualifications and ability shall be determined by one or more of the following criteria:

- (1) *Qualifications for other existing programs as determined by certification or training.*
- (2) *Training either formal or practical*
- (3) *Up to the previous three (3) years written evaluations.*

11-3 Recall

- A. A teacher whose employment is terminated pursuant to the provisions of this article shall have the right to notify the superintendent, in writing, at the time of his/her termination that he/she desires to be recalled. The affected personnel shall be recalled to any available position for which he/she may be certificated for a period of fifteen (15) months from the date of his/her termination. Teachers wishing to be recalled shall keep the district informed of their current addresses and telephone numbers. If an employee fails to notify the superintendent of a change of address or fails to advise the superintendent of the employee's desire and availability to return to work within ten (10) days of receipt of notice of recall, any recall rights shall terminate.
- B. All employees shall have recall rights in inverse order of termination.
- C. All benefits to which an employee was entitled at the time of his/her layoff will be restored to the employee upon return to active employment and the employee will be placed on the proper step of the salary schedule in effect at the time of his/her release.

Article XII Voluntary Transfer

- 12-1 Upon knowledge of vacancies, the superintendent shall deliver to the Association and post in each building, a list of vacancies which occur during the school year and for the following school year. Such notice shall be posted for at least five (5) days to allow an

employee who has not previously filed a written statement of a desire for transfer to request a voluntary transfer to said vacancy.

12-2 An employee who desires a change in grade and/or subject assignment or who desires a transfer to the other building may file a written statement of such desire with the superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the building to which the employee desires to be transferred, in order of preference. Requests for transfer (renewal) must be made each school year.

12-3 In the processing of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not prevent meeting the instructional or educational requirements of the district.

12-4 If more than one employee with appropriate certification, training and evaluation to meet the educational requirements of the school system has applied for the same position, and these considerations are substantially equal, the determination as to which employee shall be transferred shall be made on the basis of seniority.

12-5 Notice of the denial of a voluntary transfer request shall be delivered to the employee upon the making of the decision and shall include a specific statement of the reason(s) for the denial.

Article XIII DUES DEDUCTION

13-1 **AUTHORIZATION** - Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board a signed authorized payroll deduction of professional dues. The form of the assignment shall be set in Appendix D.

13-2 **REGULAR DEDUCTION** - Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12th) of total dues from the regular salary check of the employee each month for twelve (12) months, beginning in September and ending in August of each year.

13-3 **PRO-RATED DEDUCTION** - Employee who begins deduction after September shall have the total dues pro-rated on the basis of the remaining months of employment through August.

13-4 **DURATION** - Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

13-5 **TERMINATION** - The Board of Education shall notify, in writing, the PCEA President of any PCEA member's termination. The Board of Education accepts no legal or financial responsibility for any unpaid dues.

**Article XIV
SCOPE AND DURATION**

- 14-1 This agreement shall become effective the 1st day of July, 2006 and thereafter remain in full force and effect until the 30th day of June, 2007.
- 14-2 This agreement shall automatically continue in force and effect except as may be amended, modified, or substituted under the provisions set forth in Article II: Effect of Agreement.

Made and entered into on this day, Feb. 15, 2006



Rochelle Guess, Board President



Lori Berns
President, PCEA

**Paton-Churdan
2006-07 Salary Schedule**

Appendix B

Step	BA	BA + 12	BA + 24	MA	MA + 12
1	\$29,500	\$30,000	\$30,500	\$31,000	\$31,500
2	\$30,000	\$30,500	\$31,000	\$31,500	\$32,000
3	\$30,500	\$31,000	\$31,500	\$32,000	\$32,500
4	\$31,000	\$31,500	\$32,000	\$32,500	\$33,000
5	\$31,500	\$32,000	\$32,500	\$33,000	\$33,500
6	\$32,000	\$32,500	\$33,000	\$33,500	\$34,000
7	\$32,500	\$33,000	\$33,500	\$34,000	\$34,500
8	\$33,000	\$33,500	\$34,000	\$34,500	\$35,040
9	\$33,500	\$34,000	\$34,500	\$35,040	\$35,800
10	\$34,000	\$34,500	\$35,040	\$35,800	\$36,560
11	\$34,500	\$35,040	\$35,800	\$36,560	\$37,320
12	\$35,040	\$35,800	\$36,560	\$37,320	\$38,080
13	\$35,800	\$36,560	\$37,320	\$38,080	\$38,840
14	\$36,560	\$37,320	\$38,080	\$38,840	\$39,600
15		\$38,080	\$38,840	\$39,600	\$40,360
16			\$39,600	\$40,360	\$41,120
17				\$41,120	\$41,880
18					\$42,640

EXTRA	DUTY SCHEDULE		\$23,589	Generating Base			
	2006-07			Appendix C			
		STEP 1		STEP 2		STEP 3	
NO.		%		%		%	
STEPS	ACTIVITY	OF BASE	\$	OF BASE	\$	OF BASE	\$
3	JH FB	4.00%	\$944	4.50%	\$1,062	5.00%	\$1,179
3	HS Basketball	10.00%	\$2,359	11.00%	\$2,595	12.00%	\$2,831
3	Ass't. Bsktbl	7.00%	\$1,651	8.00%	\$1,887	9.00%	\$2,123
3	JH Basketball	4.00%	\$944	5.00%	\$1,179	6.00%	\$1,415
3	H.S. Track	7.00%	\$1,651	8.00%	\$1,887	9.00%	\$2,123
3	J.H. Track	4.00%	\$944	4.50%	\$1,062	5.00%	\$1,179
3	HS Baseball	8.00%	\$1,887	9.00%	\$2,123	10.00%	\$2,359
3	Ass't. H.S. Baseball	5.00%	\$1,179	6.00%	\$1,415	7.00%	\$1,651
3	HS Softball	8.00%	\$1,887	9.00%	\$2,123	10.00%	\$2,359
3	Ass't HS Softball	5.00%	\$1,179	6.00%	\$1,415	7.00%	\$1,651
3	JH Baseball	4.00%	\$944	4.50%	\$1,062	5.00%	\$1,179
3	JH Softball	4.00%	\$944	4.50%	\$1,062	5.00%	\$1,179
3	H. S. VB	8.00%	\$1,887	9.00%	\$2,123	10.00%	\$2,359
3	Ass't . HS VB	5.00%	\$1,179	7.00%	\$1,651	8.00%	\$1,887
3	H.S. Golf	3.00%	\$708	4.00%	\$944	5.00%	\$1,179
3	Inst. Music	7.00%	\$1,651	8.00%	\$1,887	9.00%	\$2,123
3	Vocal Music	7.00%	\$1,651	8.00%	\$1,887	9.00%	\$2,123
1	Musical	3.50%	\$826				
1	School Play	3.50%	\$826				
3	Speech	4.00%	\$944	4.50%	\$1,062	5.00%	\$1,179
3	Yearbook	4.00%	\$944	4.50%	\$1,062	5.00%	\$1,179
3	Newspaper	3.00%	\$708	4.00%	\$944	5.00%	\$1,179
1	St. Council	3.00%	\$708	4.00%	\$944	5.00%	\$1,179
1	Jr. Class Sponsor	2.00%	\$472				
1	Comp. Coord.	5.00%	\$1,179	6.00%	\$1,415	7.00%	\$1,651
3	Curriculum Co-or.	5.00%	\$1,179	6.00%	\$1,415	7.00%	\$1,651
1	Keyboarding	3.00%	\$708				
1	Bus Chaperone		\$12	Per Trip			
1	Ass't. Track	2.00%	\$472				
3	Ass't. FB	8.00%	\$1,887	9.00%	\$2,123	10.00%	\$2,359
3	J.H. VB	4.00%	\$770	4.50%	\$1,062	5.00%	\$1,179
	Ass't. Comp. Co-or.	3.00%	\$708	4.00%	\$944	5.00%	\$1,179
3	Ass'st. Wrestling	8.00%	\$1,887	9.00%	\$2,123	10.00%	\$2,359
Assigned Worker @events		\$10.00	Each Event				

APPENDIX D

**PATON-CHURDAN COMMUNITY SCHOOL DISTRICT
P.C.E.A.**

DUES DEDUCTION AUTHORIZATION FORM

		FIRST NAME
INITIAL	LAST NAME	

I hereby request and authorize the Paton-Churdan Community School District Board of Directors, as my remitting agent, to deduct from my earnings each month until that authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues, which amount is to be remitted each month for me and on my behalf to the treasurer of the Paton-Churdan Education Association.

It is understood that this authorization shall begin on the first payroll period which is September 20th of each year. Furthermore, it is understood that it shall continue through August and shall thereafter continue for successive periods of one year unless revoked in writing by thirty (30) day notice to my employer and to said organization.

Date_____

Signature_____

Social Security Number_____

TABLE OF CONTENTS

Acknowledgements	2
Observation and Evaluation Procedures for Tiers I and II	3
Article XV of the Master Contract	5
Overview of the Evaluation and Professional Growth Program	8
Iowa Teaching Standards	9
Tier I Forms	11
• Year Two Comprehensive Evaluation	12
Tier II Forms	20
• Career Development Plan	21
• Career Development Plan Annual Update	23
• Career Performance Review (Three-year Summative)	24
Tier III Forms	25
• Identification of Concern – Awareness Phase	26
• Plan of Assistance – Assistance Phase	27

Appendix E

EVALUATION REPORTS AND PROCEDURES

Reports and procedures will vary based on the tier in which a teacher is placed.

Tier 1

Tier 1 employees are in their first two years of teaching, new to teaching in Iowa or teachers who have not yet received their standard or permanent professional teaching license.

- Formal Observations – Tier I employees will be formally observed by their qualified evaluator at least once during the first semester of their first year and at least once during the first semester of their second year. Observations will be for one complete lesson or period and will be followed by a post-observation conference with the qualified evaluator within three working days.
- Portfolio Meetings – Tier I employees will meet with their qualified evaluator at least once each year for the purpose of discussing progress on the development of the professional portfolio. One meeting shall take place during the second semester the first year. Another meeting shall take place prior to April 15 during the second year.
- Comprehensive Evaluation – At the end of the second year of Tier 1, the employee shall receive a comprehensive evaluation on the eight Iowa Teaching Standards. The written report of this evaluation shall be given to the employee at least two working days prior to a comprehensive evaluation conference. Employees who meet all eight of the teaching standards shall be placed into Tier II and recommended to the BOEE for professional certification. Employees who do not meet all eight standards will be terminated or, at the discretion of the district, be given a third year of placement in Tier I.

Tier II

Tier II employees have successfully completed Tier I or have otherwise obtained professional certification in the State of Iowa.

- Formal Observations – Tier II employees shall be formally observed at least once during the year in which they are to receive their summative evaluation. The observation shall be for a complete lesson or period and shall be followed by a post-observation conference with the evaluator within three working days.
- Career Performance Review (Summative Evaluation) – At least every three years, tier II employees shall receive a summative evaluation. Portfolios are not required as a part of the Tier II Performance Review.

Rather, the employee and the evaluator should work in collaboration to collect evidence of proficiency for the eight Iowa Teaching Standards. By May 15 and two days prior to a performance review conference, the employee shall receive a written copy of the Career Performance Review.

Tier III

Tier III or intensive assistance is for Tier II teachers who are not proficient in one of more standards.

ARTICLE XV

EMPLOYEE EVALUATION PROCEDURES

A. FORMAL EVALUATION

Employees will be evaluated consistent with the Iowa Teacher Quality Act.

All Employees shall be formally evaluated at least once every three (3) years by the Superintendent, Executive Director of Personnel, Executive Director of Curriculum and Instruction, principal, assistant principal or supervisor. In all cases, the evaluator will be a qualified evaluator as per the Iowa Department of Education. Any Employee receiving a marginal evaluation shall be evaluated the following year. Employees new to the District or new to a building will be evaluated during their first year and formally observed during their first semester. A new Employee shall be formally evaluated at least once each semester. There shall be fifteen (15) work days between evaluations, unless otherwise requested by the Employee. The Employee shall be acquainted within the first school month of the evaluation procedures, standards and instruments to be used. The new Employee or transferred Employee assigned after the beginning of the year shall be acquainted with the evaluation procedures, standards and instruments within the first month of the new assignment. No evaluation shall take place until such orientation shall have been completed. The Employee shall be informed that a formal evaluation is taking place.

Evaluation of each Employee's work shall be to (a) assure competency in the Iowa Teaching Standards, (b) improve the level of the instruction, (c) provide goals that are congruent with building and district goals, (d) identification of any evidence of deficiencies, (e) suggestions for improvement or remediation, (f) establishment of reasonable time for correction or improvement of deficiencies, and (g) consequences should improvement not take place.

No formal written evaluation shall take place until an Employee has been observed for a full class period. The Employer and the Employee shall agree on the length of the class period.

Nothing in this section shall preclude additional observations for a full class period or less by an evaluator as defined in Article XV, ¶ B.

B. INFORMAL OBSERVATION

In addition to the formal evaluations provided in this Article, the principal, assistant principal, supervisor, Superintendent, Executive Director of Personnel, or Executive Director of Curriculum and Instruction, may make informal observations of the Employee whenever the Employee is in the performance of his/her duties, whether inside or outside of the classroom. The results of such informal observation shall be

discussed in an informal conference and may be incorporated into the formal written evaluation, if not corrected.

C. EVALUATION REPORTS

The Employee shall be given a written copy of all formal evaluation reports or observation reports at least two (2) working days prior to any conference with the evaluator. This conference shall take place no later than the end of the first semester and April 1 for probationary-status Employees. For non-probationary-status Employees, this conference shall take place no later than May 1. At this conference, the Employee shall receive a copy of the evaluation instrument. An Employee shall receive a copy of the criteria for staff development. The Employee shall have the right to place his/her own statements on the evaluation report and those statements shall become a part of the report.

The evaluator or administration shall counsel the Employee regarding:

1. Competency in the Iowa Teaching Standards.
2. Improvement of the level of instruction;
3. Provision of goals that are individualized for each Employee;
4. Identification of any evidence of deficiencies;
5. Suggestions for improvement or remediation;
6. Establishment of reasonable time for correction or improvement of deficiencies;
7. Consequences, should improvement not take place.

The Employee may request an additional observation by another evaluator following a negative observation and subsequent report.

D. APPEAL

The Employee may appeal the accuracy or fairness of the evaluation report to the Superintendent within three (3) school days after the conference with the evaluator.

E. PERSONNEL FILE

The Employer, or its administrative representatives, may not establish any separate personnel file. Each Employee shall have the right to review and reproduce

any of the content from the personnel file pertaining to his/her own employment, except placement materials and letters of recommendation.

F. FORMAL COMPLAINT

The Employer shall notify Employee of a complaint filed against Employee if said complaint is to be placed in Employee's personnel file. Said notification shall be made at the time the complaint is placed in Employee's personnel file.

G. GRIEVANCE PROCEDURE

All Employees' evaluations are to be fair and accurate. An Employee shall have the right to grieve an evaluation on which he/she receives an unsatisfactory rating in any major evaluation component or an unsatisfactory on the overall evaluation.

H. EVALUATION COMMITTEE

There shall be an evaluation committee comprised of four (4) teachers selected by the Association and four (4) administrators, whose purpose will be to study evaluation procedures and bring recommendations to the Association and to the District.

FIGURE 1
OVERVIEW OF THE STAFF EVALUATION
AND PROFESSIONAL GROWTH PROGRAM

IOWA TEACHING STANDARDS		
1. Supporting District Achievement goals	5. Monitoring Student Learning	
2. Content Knowledge	6. Classroom Management	
3. Planning for Instruction	7. Professional Growth	
4. Delivery of Instruction	8. Professional Responsibilities	
Tier I BEGINNING TEACHER	Tier II CAREER TEACHER	Tier III INTENSIVE ASSISTANCE
Who:	Who:	Who:
<ul style="list-style-type: none"> • New beginning teacher • <i>Teachers who are in their first two years of teaching.</i> *Employees new to teaching *Teachers who have not yet received their standard or permanent license. 	<ul style="list-style-type: none"> • All career teachers who are demonstrating continued competence on the Iowa Teaching Standards 	<ul style="list-style-type: none"> • Career teachers in need of specific professional assistance in identified area(s) of the Iowa Teaching Standards
Purpose:	Purpose:	Purpose:
<ul style="list-style-type: none"> • To insure that the Iowa Teaching Standards are understood, accepted, and demonstrated • To provide support in the implementation of the Iowa Teaching Standards • Accountability for decisions to continue employment • To provide documentation on the Iowa teaching standards and criteria for licensure recommendation 	<ul style="list-style-type: none"> • To enhance professional growth • To focus on district school improvement goals • To focus on continuous implementation of the Iowa Standards 	<ul style="list-style-type: none"> • To enable a-career teacher the opportunity to seek assistance in meeting any of the Iowa Standards • To provide a structured process for supporting and directing needed help in any of the Iowa Standards
Process:	Process:	Process:
<ul style="list-style-type: none"> • Classroom observation and feedback • Portfolio development • Required professional development activities through the district induction program and district career development plan • Regular evaluation reports and feedback through formative and summative evaluations • Comprehensive evaluation to determine licensure recommendation 	<ul style="list-style-type: none"> • Continuous review of the implementation of the Iowa Standards and criteria and continued documentation that the career teacher meets the district expectations and the Iowa teaching standards through a performance review at least once every three years. • Collaborative development of individual/team professional growth plans • Reflection and feedback on growth plan progress and impact through at least an annual conversation with the supervisor and the performance review. 	<ul style="list-style-type: none"> • Phases <ol style="list-style-type: none"> 1. Awareness 2. Assistance • Development and implementation of a professional assistance plan for not longer than twelve months • Regular evaluation reports and feedback

IOWA TEACHING STANDARDS AND CRITERIA

Standard 1

Demonstrates ability to enhance academic performance and support for implementation of the school district student achievement goals.

Criteria

The teacher:

- a. Provides evidence of student learning to students, families, and staff.
- b. Implements strategies supporting student, building, and district goals.
- c. Uses student performance data as a guide for decision making.
- d. Accepts and demonstrates responsibility for creating a classroom culture that supports the learning of every student.
- e. Creates an environment of mutual respect, rapport, and fairness.
- f. Participates in and contributes to a school culture that focuses on improved student learning.
- g. Communicates with students, families, colleagues, and communities effectively and accurately.

Standard 2

Demonstrates competence in content knowledge appropriate to the teaching position.

Criteria

The teacher:

- a. Understands and uses key concepts, underlying themes, relationships, and different perspectives related to the content area.
- b. Uses knowledge of student development to make learning experiences in the content area meaningful and accessible for every student.
- c. Relates ideas and information within and across content areas.
- d. Understands and uses instructional strategies that are appropriate to the content area.

Standard 3

Demonstrates competence in planning and preparing for instruction.

Criteria

The teacher:

- a. Utilizes student achievement data, local standards, and the district curriculum in planning for instruction.
- b. Sets and communicates high expectations for social, behavioral, and academic success of all students.
- c. Uses students' developmental needs, background, and interests in planning for instruction.
- d. Selects strategies to engage all students in learning.
- e. Uses available resources, including technologies, in the development and sequencing of instruction.

Standard 4

Uses strategies to deliver instruction that meet the multiple learning needs of students.

Criteria

The teacher:

- a. Aligns classroom instruction with local standards and district curriculum.
- b. Uses research-based instructional strategies that address the full range of cognitive levels.
- c. Demonstrates flexibility and responsiveness in adjusting instruction to meet student needs.
- d. Engages students in varied experiences that meet diverse needs and promote social, emotional, and academic growth.
- e. Connects students' prior knowledge, life experiences, and interests in the instructional process.
- f. Uses available resources, including technologies, in the delivery of instruction.

Standard 5**Uses a variety of methods to monitor student learning.****Criteria**

- a. Aligns classroom assessment with instruction.
- b. Communicates assessment criteria and standards to all students and parents.
- c. Understands and uses the results of multiple assessments to guide planning and instruction.
- d. Guides students in goal setting and assessing their own learning.
- e. Provides substantive, timely, and constructive feedback to students and parents.
- f. Works with other staff and building and district leadership in analysis of student progress.

Standard 6**Demonstrates competence in classroom management.****Criteria**

The teacher:

- a. Creates a learning community that encourages positive social interaction, active engagement, and self-regulation for every student.
- b. Establishes, communicates, models, and maintains standards of responsible student behavior.
- c. Develops and implements classroom procedures and routines that support high expectations for learning.
- d. Uses instructional time effectively to maximize student achievement.
- e. Creates a safe and purposeful learning environment.

Standard 7**Engages in professional growth.****Criteria**

The teacher:

- a. Demonstrates habits and skills of continuous inquiry and learning.
- b. Works collaboratively to improve professional practice and student learning.
- c. Applies research, knowledge, and skills from professional development opportunities to improve practice.
- d. Establishes and implements professional development plans based upon the teacher needs aligned to the Iowa Teaching Standards and district/building student achievement goals.

Standard 8**Fulfills professional responsibilities established by the school district.****Criteria**

The teacher:

- a. Adheres to board policies, district procedures, and contractual obligations.
- b. Demonstrates professional and ethical conduct as defined by state law and individual district policy.
- c. Contributes to efforts to achieve district and building goals.
- d. Demonstrates an understanding of and respect for all learners and staff.
- e. Collaborates with students, families, colleagues, and communities to enhance student learning.

TIER I

COMPREHENSIVE EVALUATION
SUMMATIVE EVALUATION FORM

Comprehensive Evaluation Summative Evaluation Form

Teacher: _____ Folder #: _____
 Evaluator: _____ Folder #: _____
 School Name: _____
 Grade Level: _____ Subjects: _____ Year: 1 2 3

Directions:

In the narrative under each standard, the evaluator should incorporate and address each criterion.

1. DEMONSTRATES ABILITY TO ENHANCE ACADEMIC PERFORMANCE AND SUPPORT FOR AND IMPLEMENTATION OF THE SCHOOL DISTRICT'S STUDENT ACHIEVEMENT GOALS.

The teacher:

- a. Provides evidence of student learning to students, families, and staff.
- b. Implements strategies supporting student, building, and district goals.
- c. Uses student performance data as a guide for decision making.
- d. Accepts and demonstrates responsibility for creating a classroom culture that supports the learning of every student.
- e. Creates an environment of mutual respect, rapport, and fairness.
- f. Participates in and contributes to a school culture that focuses on improved student learning.
- g. Communicates with students, families, colleagues, and communities effectively and accurately.

Evidence to support attainment of or failure to meet standard:	Circle one: <div style="text-align: center;">Meets Standard</div> <div style="text-align: center;">Does Not Meet Standard</div>
---	---

☐ Additional documentation/artifacts applicable to this standard are attached.

2. DEMONSTRATES COMPETENCE IN CONTENT KNOWLEDGE APPROPRIATE TO THE TEACHING POSITION.

The teacher:

- a. Understands and uses key concepts, underlying themes, relationships, and different perspectives related to the content area.
- b. Uses knowledge of student development to make learning experiences in the content area meaningful and accessible for every student.
- c. Relates ideas and information within and across content areas.
- d. Understands and uses instructional strategies that are appropriate to the content area.

Evidence to support attainment of or failure to meet standard:	Circle one: Meets Standard Does Not Meet Standard
---	--

☐ Additional documentation/artifacts applicable to this standard are attached.

3. DEMONSTRATES COMPETENCE IN PLANNING AND PREPARING FOR INSTRUCTION:

The teacher:

- a. Uses student achievement data, local standards and the district curriculum in planning for instruction.
- b. Sets and communicates high expectations for social, behavioral, and academic success of all students.
- c. Uses student developmental needs, background, and interests in planning for instruction.
- d. Selects strategies to engage all students in learning.
- e. Uses available resources, including technologies, in the development and sequencing of instruction.

Evidence to support attainment of or failure to meet standard:	Circle one: Meets Standard Does Not Meet Standard
---	---

☐ Additional documentation/artifacts applicable to this standard are attached.

4. USES STRATEGIES TO DELIVER INSTRUCTION THAT MEETS THE MULTIPLE LEARNING NEEDS OF STUDENTS.

The teacher:

- a. Aligns classroom instruction with local standards and district curriculum.
- b. Uses research-based instructional strategies that address the full range of cognitive levels.
- c. Demonstrates flexibility and responsiveness in adjusting instruction to meet student needs.
- d. Engages students in varied experiences that meet diverse needs and promote social, emotional, and academic growth.
- e. Connects students' prior knowledge, life experiences, and interests in the instructional process.
- f. Uses available resources, including technologies, in the delivery of instruction.

Evidence to support attainment of or failure to meet standard:

Circle one:

Meets Standard

Does Not Meet
Standard

☐ Additional documentation/artifacts applicable to this standard are attached.

5. USES A VARIETY OF METHODS TO MONITOR STUDENT LEARNING.

The teacher:

- a. Aligns classroom assessment with instruction.
- b. Communicates assessment criteria and standards to all students and parents.
- c. Understands and uses the results of multiple assessments to guide planning and instruction.
- d. Guides students in goal setting and assessing their own learning.
- e. Provides substantive, timely, and constructive feedback to students and parents.
- f. Works with other staff and building and district leadership in analysis of student progress.

Evidence to support attainment of or failure to meet standard:	Circle one: Meets Standard Does Not Meet Standard
---	--

☐ Additional documentation/artifacts applicable to this standard are attached.

6. DEMONSTRATES COMPETENCE IN CLASSROOM MANAGEMENT.

The teacher:

- a. Creates a learning community that encourages positive social interaction, active engagement, and self-regulation for every student.
- b. Establishes, communicates, models and maintains standards of responsible student behavior.
- c. Develops and implements classroom procedures and routines that support high expectations for learning.
- d. Uses instructional time effectively to maximize student achievement.
- e. Creates a safe and purposeful learning environment.

Evidence to support attainment of or failure to meet standard:	Circle one: Meets Standard Does Not Meet Standard
---	--

☐ Additional documentation/artifacts applicable to this standard are attached.

7. ENGAGES IN PROFESSIONAL GROWTH.

The teacher:

- a. Demonstrates habits and skills of continuous inquiry and learning.
- b. Works collaboratively to improve professional practice and student learning.
- c. Applies research, knowledge, and skills from professional development opportunities to improve practice.
- d. Establishes and implements professional development plans based upon the teacher needs aligned to the Iowa Teaching Standards and district/building student achievement goals.

Evidence to support attainment of or failure to meet standard:	Circle one: Meets Standard Does Not Meet Standard
---	--

☐ Additional documentation/artifacts applicable to this standard are attached.

8. FULFILLS PROFESSIONAL RESPONSIBILITIES ESTABLISHED BY THE SCHOOL DISTRICT.

The teacher:

- a. Adheres to board policies, district procedures, and contractual obligations.
- b. Demonstrates professional and ethical conduct as defined by state law and individual district policy.
- c. Contributes to efforts to achieve district and building goals.
- d. Demonstrates an understanding of and respect for all learners and staff.
- e. Collaborates with students, families, colleagues, and communities to enhance student learning.

Evidence to support attainment of or failure to meet standard:	Circle one:
	Meets Standard
	Does Not Meet Standard

☐ Additional documentation/artifacts applicable to this standard are attached.

-
-
- ☐ The teacher is a first-year, Beginning Teacher.
 - ☐ The teacher meets or exceeds all eight Iowa Teaching Standards and is recommended for a standard license.
 - ☐ The teacher fails to meet the Iowa Teaching Standards.
 - ☐ The teacher is being recommended for a third year before a license decision is made.*

Evaluator's Signature: _____ Date: _____

Evaluation Period: _____, 20 to _____, 20

Teacher's Signature: _____ Date: _____

*The District must contact the Board of Educational Examiners to extend the provisional license for a third year. There will be a form provided by the Board of Educational Examiners for the evaluator to use to communicate the decision made on each 2nd year teacher. This form will be available in the spring of 2003.

TIER II FORMS

TIER II CAREER DEVELOPMENT PLAN

Teacher/Team	School

Date: _____ Target Completion Date: _____

General Focus of Plan:

Specific Goals(s):

Rationale for the Plan:

1. What student learning concerns will this plan address and what data is used for analyzing the goals and progress?

2. How does this plan relate to building and/or district student achievement goals and district career development goals?

3. How will the strategies and activities in this plan lead toward accomplishment of the goal?

Check the Iowa Teaching standards that are addressed in this plan:

	1. Enhance Student Achievement
	2. Content Knowledge
	3. Planning and Preparation
	4. Instructional Strategies
	5. Monitoring Student Learning
	6. Classroom Management
	7. Professional Growth
	8. Professional Responsibilities

Proposed Strategies/Activities:

Projected Products:

Resources Required:

Teacher Signature and Date*

Evaluator Signature and Date

Copy to be placed in personnel file

*Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that he/she received a copy.

Annual Update – Individual Career Development Plan

Teacher _____ School _____ Date _____

What progress have you made toward completion of the plan?

What are you learning?

What impact is this learning having on students?

Specifically, what needs to be done to complete the plan?

Are there any revisions needed?

Teacher Signature and Date*

Evaluator Signature and Date

Copy to be placed in personnel file

*Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that he/she received a copy.